



FAHEY FAMILY RANCH
117 NORTH POWNAL ROAD,
NORTH POWNAL, VT 05260
(413) 884-4831
DENISEFAHEY11@YAHOO.COM

Horseback Riding/Training/Clinic Release form

Indemnifying the entities below ("The Releasees, Fahey Family Farm")
117 North Pownal Road, North Pownal Vt 05260

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES")

"HORSE" REFERS TO ANY EQUINE: HORSE, PONY, MULE, DONKEY, ECT...

I, _____
(and minor child _____)
(hereinafter the " Undersigned") reside at (street address) _____
in (City) _____, (State/Zip) _____

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

(Initial next to each as you have read them.)

____ 1. Acknowledge that an equine may, without warning or any apparent cause, buck, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break-all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

____ 2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

____ 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Fahey Family Ranch.

____ 4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Fahey Family Ranch for any loss, damage, injury (including death) or cost to me or my child, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the FFR or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Fahey Family Ranch.

____ 5. Release Fahey Family Ranch and employees from any claim of negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Fahey Family Ranch and its employees.

____ 6. INDEMINIFY, AND SAVE AND HOLD HARMLESS Fahey Family Ranch/employees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse while under the instruction or care of Fahey Family Ranch/employees.

____ 7. Agrees that the Undersigned has read and understands the following language of the Vermont Equine Activity Liability Statute: "Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039.

____ 8. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the Commonwealth of Vermont and is intended as broad and inclusive as is permitted by Vermont law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

____ 9. Acknowledge the this document is a contract and agree that if a lawsuit is filed against Fahey Family Ranch/employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Fahey Family Ranch/Employees in defending such an action.

____ 10. ALL RIDERS ARE REQUIRED TO WEAR AN ASTM/SEI CERTIFIED PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT THE SAID HELMET IS NOT GUARANTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT. ALL RIDERS ARE REQUIRED TO PURCHASE THEIR OWN ASTM/SEI APPROVED HORSEBACK RIDING HELMET. ALL RIDERS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR AN ASTM/SEI APPROVED HORSEBACK RIDING HELMET.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, Fahey Family Ranch, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Fahey Family Ranch/employees, allowing me or my child to ride or handle a horse as part of any equestrian program and/or event. I have concluded that the risks involved and the Release and Waiver Liability is worth the pleasure of horseback riding experience and acknowledge that the same is valuable consideration for the Release and Waiver of Liability.

Signature

Date

Your Email

Your phone #

Emergency Name & contact #

Relationship to rider

Medical Release: I authorize Fahey Family Ranch/employees and its agents or operators to provide access to medical treatment at the nearest hospital if necessary. Name and signature of rider (or parent or guardian).

Please note any health considerations or chronic conditions that must be taken into account if medical care is required.

PHOTOGRAPHY RELEASE

I allow my own/my child's picture and/or video to be taken and published to the Fahey Family Ranch Facebook page and web site. No names or personal information will be posted without obtaining further oral or written permission.

Signature _____

Print name: _____

Date _____